



Town Council Agenda Report

SUBJECT: Resolution

CONTACT PERSON/NUMBER Robert Middaugh/797-1035

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY, THE CENTRAL BROWARD WATER CONTROL DISTRICT, THE CITY OF COOPER CITY AND THE TOWN OF DAVIE FOR DRAINAGE AND WATER CONTROL STUDIES; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF:

The resolution approves an ILA with Broward County, Central Broward Water Control District and Cooper City to undertake a drainage study encompassing the various jurisdictions. The study is intended to be comprehensive and to establish a plan of action for corrective measures to existing drainage systems. The goal will be to improve our systems in response to major storm events such as Hurricane Irene. The initial \$12,500 contribution will be sufficient to start the drainage study and to establish future directions but will most likely need to be supplemented at some point in the future. Any future actions or appropriations will be brought to the Council's attention. In addition to the ILA, the Council will need to designate a representative to serve on the steering committee which will be charged with certain actions as described in the ILA. Mayor Venis has indicated his desire to serve as the designee.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT:

Has request been budgeted? **no**

If no, amount needed \$ \$12,500.00

What account will funds be appropriated from: Contingency Account 00102055130599

Additional Comments:

RECOMMENDATION(S):

Motion to approve the Resolution

Attachment(s):

Resolution

ILA

Cooper City Resolution

RESOLUTION NO.

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY, THE CENTRAL BROWARD WATER CONTROL DISTRICT, THE CITY OF COOPER CITY AND THE TOWN OF DAVIE FOR DRAINAGE AND WATER CONTROL STUDIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the respective jurisdictions mentioned hereinabove have agreed that the issue of drainage and water control needs to be addressed; and

WHEREAS, the agencies recognize that this is a multi jurisdictional issue; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. \$12,500.00 is hereby appropriated by the Town Council as the initial contribution for the Interlocal Agreement Drainage Study.

SECTION 2. Mayor Venis is designated as the Town's representative to the Steering Committee.

SECTION 3. That the Mayor and Town Clerk be and hereby are authorized to execute an Interlocal Agreement between Broward County, the Central Broward Water Control District, the City of Cooper City and The Town of Davie, as shown in the attached Interlocal Agreement, attached hereto and made a part hereof by this reference.

SECTION 4. This Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 199__.

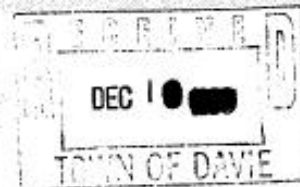
MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 199__.

INTERLOCAL AGREEMENT
BETWEEN
BROWARD COUNTY
CENTRAL BROWARD WATER CONTROL DISTRICT
THE CITY OF COOPER CITY
AND
THE TOWN OF DAVIE
FOR
DRAINAGE AND WATER CONTROL STUDIES



**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY,
CENTRAL BROWARD WATER CONTROL DISTRICT,
CITY OF COOPER CITY
AND TOWN OF DAVIE FOR
DRAINAGE AND WATER CONTROL STUDIES**

This is an Interlocal Agreement, made and entered into by and between **BROWARD COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

CENTRAL BROWARD WATER CONTROL DISTRICT, an independent taxing district organized under the laws of the State of Florida, hereinafter known as "DISTRICT,"

CITY OF COOPER CITY, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "CITY," and

TOWN OF DAVIE, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "TOWN."

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the Florida Interlocal Cooperation Act of 1969, and under the parties' respective Charter and Constitutional Home Rule powers; and

WHEREAS, Hurricane Irene in October, 1999 caused serious flooding situations in some areas of the Central Broward Water Control District boundaries; and

WHEREAS, residents living within the jurisdictional boundaries of the Town of Davie, the City of Cooper City, portions of unincorporated Broward County and the Central Broward Water Control District were in varying degrees adversely affected by the flooding; and

WHEREAS, a joint effort by Interlocal Agreement to retain an engineering firm to prepare a cooperative study would provide the most efficient water management recommendations for the jurisdictional area;

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY, DISTRICT, CITY AND TOWN hereby agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.

2. STUDY.

2.1 The parties hereto intend to fund and participate in a study of drainage and water control issues within the jurisdictional area of the Central Broward Water Control District, which shall not be duplicative of studies previously performed by the DISTRICT and South Florida Water Management District. Toward that end, each of the four (4) parties shall contribute the initial sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) to fund the cost of such study, to be performed by an engineering consultant, who shall be selected and engaged as set forth in this Agreement. Any further sums required shall be subject to the approval and appropriation of the respective parties.

2.2 COUNTY, CITY and TOWN shall each pay their share to the DISTRICT, who shall be responsible for retaining said funds and making disbursements to the Consulting Engineer, in accordance with generally accepted accounting principles.

3. STEERING COMMITTEE

3.1 There shall be a Steering Committee comprised of one (1) elected official from each party to this Agreement. In the event an elected official is unable to attend a meeting of the Steering Committee, they may be represented by an administrative designee of their agency.

3.2 The Steering Committee shall elect from amongst its members a Chair, to preside at meetings of said Committee. The administrative staff of the agency whose elected official has been designated as Chair shall be responsible for posting of notices, recording of meetings, and preparing minutes summaries of the meetings of the Steering Committee. The Steering Committee shall comply with the Sunshine Law of the State of Florida and applicable Florida Statutes. A quorum of the Steering Committee shall be comprised of representatives of all four (4) members.

3.3 The Steering Committee shall approve the scope of services drafted by the Technical Committee, review the "short list" of firms reported by the Technical Committee, interview the appropriate engineering firms and make the final selection of the Consulting Engineer. The Consulting Engineer shall be selected upon an affirmative vote of the majority of the members of the Steering Committee.

3.4 The Steering Committee shall review the final report of the Consulting Engineer and make a recommendation to the legislative bodies of the respective jurisdictions who are parties to this Agreement for action that each individual jurisdiction deems appropriate.

4. TECHNICAL COMMITTEE

4.1 Each party to this Agreement shall appoint one (1) staff person with the appropriate experience and expertise to serve on a Technical Committee. The Technical Committee shall select from amongst its members an individual to serve as Chair. The administrative staff of the agency whose technical representative has been selected Chair shall be responsible for posting of notices, recording of meetings, and preparing minutes summaries of the meetings of the Technical Committee. The Technical Committee shall comply with the Sunshine Law of the State of Florida and applicable Florida Statutes.

4.2 The Technical Committee shall prepare a draft scope of services to be included within the drainage and water control study for approval by the Steering Committee. This scope of services shall be advertised in accordance with Florida law to solicit proposals and statements of qualifications from engineering firms seeking to perform the Study.

4.3 The Technical Committee shall review the proposals and statements of qualifications received, interview the firms and provide a short list of firms to the Steering Committee for final selection.

4.4 The Technical Committee members shall ensure that their respective agencies provide the Engineering Consultant with all relevant and necessary existing data and information on drainage and water control within their jurisdictions. The Technical Committee members shall also review existing studies on drainage and water control issues pertaining to the area within the jurisdiction of the DISTRICT and provide relevant studies and/or portions of such studies to the Consulting Engineer for consideration in the Study.

4.5 The Technical Committee shall review the initial report of the Consulting Engineer and discuss the technical merits of said report to the Consulting Engineer which discussions, if any, shall be forwarded to the Steering Committee.

5. MISCELLANEOUS

5.1 Termination. This Agreement shall terminate upon the approval of the final report by the Steering Committee, by mutual agreement of the parties, and in any event will automatically terminate without any further action by all of the parties one hundred eighty (180) days from the effective date of this Agreement.

5.2 Notices. Whenever any party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested; addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Broward County Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR DISTRICT:

Central Broward Water Control District
8020 Stirling Road
Hollywood, Florida 33024

FOR CITY:

Christopher J. Farrell, City Manager
City of Cooper City
Post Office Box 290910
Cooper City, Florida 33329-0910

FOR TOWN:

Robert Middaugh, Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314

5.3 Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

5.4 Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and or equal dignity herewith.

5.5 Execution. This document shall be executed in four (4) counterparts, each of which shall be deemed to be an original.

5.6 Choice of Law; Waiver of Jury Trial. Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation. Each party to any such litigation shall be responsible for their own attorney's fees and court costs.

5.7 Severance. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless any party elects to terminate this Agreement. An election to terminate this Agreement based upon these provisions shall be made within seven (7) days after the finding by the court becomes final.

5.8 Legal Provisions Deemed Included. Each and every provision of any law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

5.9 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement or provision contained in Articles 1 through 5 of this Agreement shall prevail and be given effect. Where there is a conflict between any provision set forth within this Agreement and a more stringent State or Federal provision which is applicable to any services performed under this Agreement, the more stringent State or Federal provision shall prevail.

5.10 Use of Terms. All terms and words used in this Agreement, despite the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph or section where they appear, unless the context otherwise requires. Whenever reference is made to a section of this Agreement, such reference is to the section as a whole, including all of the subsections and subparagraphs of such section, unless the reference is made to a particular subsection or subparagraph of such section.

5.11 Captions and Headings. Captions and headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.

5.12 Succession of Agreement. This Agreement and the rights and obligations contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, where permitted by this Agreement.

5.13 Further Assurance. COUNTY, CITY, DISTRICT and TOWN agree to execute, acknowledge, deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

5.14 Time is of the Essence. For the purposes herein, the parties agree that time shall be of the essence of this Agreement and the representations and warranties solely made herein are all material and of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: BROWARD COUNTY through its Board of County Commissioners, signing by and through its Chair or Vice-Chair, authorized to execute same by Board action, CITY and TOWN through their respective Mayors, duly authorized to execute same, and DISTRICT through its Chair, duly authorized to execute same.

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY,
CENTRAL BROWARD WATER CONTROL DISTRICT, CITY OF COOPER
CITY AND TOWN OF DAVIE FOR DRAINAGE AND WATER CONTROL
STUDIES

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____
County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners _____ day of _____, 2000.
of Broward County, Florida

By _____
Chair

Approved as to form by
Office of County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY,
CENTRAL BROWARD WATER CONTROL DISTRICT, CITY OF COOPER
CITY AND TOWN OF DAVIE FOR DRAINAGE AND WATER CONTROL
STUDIES

CITY OF COOPER CITY, FLORIDA

By _____
Suellen H. Fardelmann, Mayor

ATTEST:

____ day of _____, 1999.

Susan Bernard, City Clerk

Approved As To Form:

Alan F. Ruf, City Attorney

Corporate Seal

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY,
CENTRAL BROWARD WATER CONTROL DISTRICT, CITY OF COOPER
CITY AND TOWN OF DAVIE FOR DRAINAGE AND WATER CONTROL
STUDIES

TOWN OF DAVIE, FLORIDA

By _____
Harry Venis, Mayor

ATTEST:

_____ day of _____, 1999.

Gail Reinfeld, Town Clerk

Approved As To Form:

Barry S. Webber, Town Attorney

Corporate Seal

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY,
CENTRAL BROWARD WATER CONTROL DISTRICT, CITY OF COOPER
CITY AND TOWN OF DAVIE FOR DRAINAGE AND WATER CONTROL
STUDIES

CENTRAL BROWARD WATER
CONTROL DISTRICT

By _____
Wayne Arnold, Chair

____ day of _____, 1999.

ATTEST:

Mike Crowley, District Secretary

Approved As To Form:

Ellen Mills Gibbs, District Attorney

Corporate Seal

RESOLUTION NO: 99-12-3

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY, THE CENTRAL BROWARD WATER CONTROL DISTRICT, THE TOWN OF DAVIE AND THE CITY FOR DRAINAGE AND WATER CONTROL STUDIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the respective jurisdictions mentioned hereinabove have agreed that the issue of drainage and water control needs to be addressed; and

WHEREAS, the agencies recognize that this is a multi-jurisdictional issue;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: That the Mayor and City Clerk be and hereby are authorized to execute an Interlocal Agreement between Broward County, the Central Broward Water Control District, the Town of Davie and the City of Cooper City, as shown in Exhibit "A", attached hereto and made a part hereof by this reference.

Section 2: This Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 7th day of December, A.D., 1999.


SUELLEN H. FARDELMANN
Mayor

ATTEST:


SUSAN BERNARD
City Clerk

Roll Call

Mayor Fardelmann	<u>YES</u>
Commissioner Palank	<u>YES</u>
Commissioner Warsch	<u>YES</u>
Commissioner Webster	<u>YES</u>
Commissioner Kleiman	<u>YES</u>